United Farm Workers of America
1639 6th St.
Coachella, Ca 92236

February 7, 1982

Mr. Lionel Steinbert
Travertine Vineyards/David Freedman Co.
P. O. Box 501
Thermal, Ca 92274

Dear Mr. Steinberg,

I am taking the liberty of writing directly to you about a problem we have been having in our crew, since I remember the strong words you used during our last negotiations to express your views on the subject of child labor and children working at the ranch. I am hoping that with your personal intervention we can clear up what seems to be serious misunderstandings, and avoid needless grievances which can be such a collossal waste of everyone's time and energies.

I am presently working in Mrs. Molina's crew in the vine tying. This is an operation that is often considered "women's work," but in fact can be one of the more dangerous operations on the ranch. Canes can escape, even from experienced hands, unwinding and springing back at the worker like a whip, lashing at eyes, ears, face and head. In my four previous seasons at Freedman, I have been aware of several serious eye injuries to vine tyers. The importance of the Workmen's Compensation insurance program should be obvious, both in the interests of the workers and the company.

On January 23, a number of workers brought their children as "helpers" to the fields. Some were teenagers, some younger, down to tots 5 and 6 years old. I discussed this situation with Travertine Manager John Alvarez, stressing that if the company was to allow such "helpers," they must be included on the payroll and protected by the company insurance. Mr. Alvarez said that he agreed completely about the insurance coverage, but said that children probably should not be there at all; and that he would check with your office on the matter. I noted that while the union contract did make provisions for parents to bring their children (under very specific conditions, which the company proposed in the language of Article 4, Section G, and to which the Union agreed), there was in fact no specific provision for children to be working with their parents in the tying season. But I stressed several times that if the company wished to interpret this section to allow children in the tying, I was sure the union would insist on the provisions of Article 4-G-3, that each child be listed on the payroll, with the full provisions of the contract, and all the protections of the contract, insurance, and state law applicable. I believe both state law and federal law apply to such workers.

Mr. Alvarez returned a short time later to inform me, Mrs. Molina, and the parents of the children that in fact no children should be working. I thought the matter was thus resolved. I went to several crew members, explaining the company decision, (which I personally feel was the safest, fairest, and most correct interpretation of the contract) and stressing that the supported the company decision. All the parents cooperated and sent their children home.

However, on the following Saturday, January 30, one of the workers, Maria de la Rosa, brought her two children, Jaime and Suzie (aged about 12 and 14), equipped them with company-issued apron and ties, and set them to work. Other workers brought this to my attention (though there are only a dozen workers in the crew, we are sometimes spread out over several blocks). I was informed by some of the long time tyers that Mrs. Molina

(who was not forewoman the past two seasons) had previously always allowed the de la Rosa family to work in this manner, for long hours after the regular work day, even on Sundays, completely unsupervised. When I went to Mrs. Molina (who was standing not far from the de la Rosas) she became very evasive, saying that she had not spoken to Mrs. de la Rosa about the children, and that she would not speak to her, and that "it was the job of the union representative to stop the children," not hers.

It is my understanding, as explained to be directly by your son, that a union representative has no authority to stop a worker, any more that s/he has the authority to give a worker a job. That authority rests with the foreman. I said I would be willing to go with her, to back up her decision, if she wished. But I stressed again that if she was going to permit the children to work, I was sure the union would insist that they be included on the payroll. If not, that would be the basis of a grievance. And I stressed again that if she allowed one woman to bring her children, the other workers would insist on the same right. Finally, Mrs. Molina agreed that we could go together to speak to Mrs. de la Rosa. But when I tried to explain the union position to Mrs. de la Rosa, she became enraged, saying that the company always allowed her to bring her children (while alternately denying that they were, in fact, really working); and that it was the union that was always causing her problems. Mrs. Molina smiled, but made no comment. The children stopped working for a short time. I finished tying my row and moved on to another block. Other workers informed me that as soon as I left, the de la Ros a children returned to work. Not surprisingly, another worker, Mr. Delgadillo, brought several children (including one child of about 8) for this Saturdays (2/6/82) work, arguing that if the foreman allowed Mrs. de la Rosa to bring children, he had the same right. Mrs. Molina did not stop the children. I'm sure other workers, including the hourly workers, can make the same claim.

The cynical observer might conclude that the company is in fact happy to get the vines tied at less than the minimum rate, with no insurance or other benefits paid. But after your strong language during contract neg otiations, and Mr. Alvarez's statements to crew members on January 23, I cannot believe that it is really the company's official position to happily accept this child labor "as long as they don't get caught." If this were the cas e, obviously we would file the grievance, asking for all the fringe benefits, insurance, pension, and the hourly guarantee for all these kids. Ironically, the families that broke the rules would be the beneficiaries if we won the arbitration. However, I feel that the root of the problem lies in the fact that Mrs. Molina failes to understand state law, fails to understand company policy, and fails to understand the union contract, the very different responsibilities and powers of the crew foreman and crew steward. She treats the issue as a game, doing nothing, hoping the union will do nothing, pretending she doesntt see. The problem may partly lie in my inadequate Spanish (or her lack of respect for my words), o r just her habit of always allowing these practices in the past. But this is exactly why we in the Union asked for more specific language in Article 4-C. If a foreman/woman allows one family (in this case the de la Rosas) to break or evade the rules, other families are going to want the same priveledge.

I am hoping that with your personal intervention to resolve this misunderstanding, we can avoid grievances, avoid calling in state agencies, and make clear to everyone concerned e xactly what the company policy is, and that the union will back up the company in enforcing that policy. I am sure Mrs. Molina would respond to an unequivical order from you, and I am sure the workers will respect her orders, as long as the apply equally to all members of the crew. (Of course, if there are any changes in this policy that you would like to make, they can be subject of the upcoming negotiations).

With hope that this can resolve the problem, and with best wishes for the coming year,

Sincerely,

Doug Adair, steward, crew of Mrs. Molina